444; *Yale Gas Stove Co.* v. *Wilcox,* 64 Conn. 101, 29 Atl. 303; *Paducah Land Co.* v. *Mulholland,* 15 Ky. L. R. 624; *Emery* v. *Parrott,* 107 Mass. 95; *S. Joplin Land Co.* v. *Case,* 104 Mo. 572; *Woodbury Land Co.* v. *Loudenslager,* 55 N. J. Eq. 78, 35 Atl. 436; *Getty* v. *Devlin,* 54 N. Y. 403; *Densmore Oil Co.* v. *Densmore,* 64 Pa. St. 43; *Bosher* v. *Richmond Land Co.,* 89 Va. 455; *Fountain Spring Park Co.* v. *Roberts,* 92 Wis. 345, 66 N. W. 399; *Krohn* v. *Williamson,* 62 Fed. 869. If a promoter is the owner of or has an option on land which he wishes to sell to the corporation, he must disclose to the shareholders or directors of the corporation all the material facts which would be likely to influence them in deciding on the desirability of purchasing it. *Erlanger* v. *New Sombrero Phosphate Co.,* 3 App. Cas. 1218, 39 L. T. (N. S.) 269. Promoters who, in breach of their trusts, and in fraud of the corporation, take to themselves secret profits, are liable to account for the same in equity at the suit of the corporation; or it may maintain an action of assumpsit against the promoters and recover such profits, where an accounting is not necessary, as so much money had and received by them to its use, although the gravamen of the action is fraud and deceit. *Atwool* v. *Merryweather,* L. R. 5 Eq. 464; *Emma Silver Mining Co.* v. *Grant,* 11 Ch. D. 918; *Simmons* v. *Vulcan Oil Co.,* 61 Pa. St. 202; 10 Cyc. 276. The courts however make a nice distinction between cases involving the general rule, as above stated, and cases, for example, in which the promoter, having acquired an option to purchase land, organizes a corporation, the object of which is to purchase the land from him, and makes a bona fide sale to the corporation after its organization, without disclosing the profit derived from the sale. Such a sale was held binding on the corporation in *Richardson* v. *Graham,* 45 W. Va. 134. Likewise where a promoter purchases and pays for land, and thereafter organizes a corporation to which he offers to sell such land, it has been held that he does not stand in any fiduciary relation to the shareholders with reference to such sale, and is entitled to the profits of the transaction. *Tompkins* v. *Sperry,* 96 Md. 560, 54 Atl. 254; *Warren-Ehret Co.* v. *Franklinville Ice Mfg. Co.,* 198 Pa. St. 412, 48 Atl. 1119; *Franey* v. *Warner,* 96 Wis. 222, 71 N. W. 81.

Electricity—Injuries Incident—Scope of Injunction.—Under a city ordinance defendant was authorized to operate and maintain a street railway under the single trolley system over certain streets of the city. The plaintiff, by ordinance, was also authorized to use the streets for the laying of its water pipes. In the return of the electricity to the negative side of defendant's dynamos, part of it escaped to the pipes of plaintiff company causing damage by electrolysis. Plaintiff files an injunction to prevent the injury. *Held,* Defendant will be enjoined from continuing such injury but will be left free to adopt such means as it shall be advised. *Peoria Water Works Co.* v. *Peoria Ry. Co.* (1910), — C. C., N. D., Ill., E. D. —, 181 Fed. 990.

If the act sought to be enjoined and the injury resulting therefrom are continuing an injunction is proper. *Iron etc. Co.* v. *Vandenheuk,* 147 Ala. 546, 41 South. 145; *Downing* v. *Cochran,* 112 Mo. App. 645, 87 S. W. 114; *Troe* v. *Larson,* 84 Ia. 649, 51 N. W. 179, 35 Am. St. Rep. 336. But nothing

which is authorized by competent authority is a nuisance per se. Something more than mere incidental damages must be proved to entitle the party injured to an injunction. *Grand Rapids Ry.* v. *Heisel,* 38 Mich. 62; *Northern Transp. Co.* v. *Chicago,* 99 U. S. 635. Also the interests of the public are to be taken into consideration and when the issuance of the injunction will cause serious public inconvenience it will be denied. *Taylor* v. *Fla. etc. Ry. Co.,* 54 Fla. 635, 16 L. R. A. (N. S.) 307; *Stewart Wire Co.* v. *Lehigh Coal Co.,* 203 Pa. St. 474, 53 Atl. 352. These statements are qualified by the rule that one must so use his property as not to injure another. *Gray* v. *Harris,* 107 Mass. 492; *Baltimore Ry.* v. *Baptist Church,* 108 U. S. 317. In the principal case the evidence showed that all escape of the electricity could not be prevented under the present system, but the damage would be lessened by better bonding. The only method by which the trouble could be entirely obviated was by the installation of the overhead double trolley system. The court, however, refused to compel the defendant to change its system, saying that the reasonableness or propriety of the means to be adopted was a legislative inquiry. The principal case follows the holding of *Dayton* v. *City Ry. Co.,* 16 Oh. Cir. Dec. 736 in which the facts were almost identical. In the case of *Cumberland T. & T. Co.* v. *United Elec. R. Co.,* 42 Fed. 273, 12 L. R. A. 544 there was an analogous situation and the injunction was refused. In that case the electricity escaped from the rails of the car company to the wires of the telephone company and greatly interfered with the service. It is interesting to note that the court in the last case came to the conclusion that an overhead double trolley system would be a failure as applied to single tracks. An injunction was also refused in *Cincinnati Ry. Co.* v. *City Telegraph Ass'n.,* 48 Oh. St. 391, 12 L. R. A. 534; and in *Hudson River Tel. Co.* v. *Turnpike & R. Co.,* 135 N. Y. 393, 32 N. E. 148, 17 L. R. A. 674, 31 Am. St. Rep. 838 in which the facts were similar to the *Cumberland Case,* supra. The cases clearly point out that the legal obligation of the parties may change with the progress of invention. As was said in *Cumberland* v. *Elec. R. Co.* supra, "if it were shown by the use of certain devices that the defendants could control their return current in such a way as not to interfere with the use of complainant's instruments the law might treat their failure to adopt such measures as negligence in the use of their franchise, and enjoin them."

ESTOPPEL—CURTESY—KNOWLEDGE OF FACTS.—Plaintiff after his wife's death allowed lands to be sold by his children, believing that they owned the land, and not knowing that he had a right by curtesy in such lands. He later brought this action to recover possession as tenant by the curtesy. Defendant pleaded estoppel, in that plaintiff had knowingly allowed his son to sell the lands to an innocent purchaser. *Held,* there is no ground here for the plea of estoppel in pais. Plaintiff's ignorance of his rights, and his belief that his children owned the land after their mother's death, prevent the operation of the doctrine of estoppel. *Dotson* v. *Merritt* (1910), — Ky. —, 132 S. W. 181.

The requirement of knowledge, as applied to estoppel, is thus stated in the case of *Fletcher* v. *Holmes,* 25 Ind. 458: "The doctrine of estoppel in pais